

SERIAL 07015 S INTERIOR PLANT SERVICES (NIGP 91061)

DATE OF LAST REVISION: March 14, 2007 CONTRACT END DATE: March 31, 2010

CONTRACT PERIOD THROUGH MARCH 31, 2010

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **INTERIOR PLANT SERVICES (NIGP 91061)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **March 22, 2007**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

CH/ks
Attach

Copy to: Clerk of the Board
 Richard Crago, Facilities Management
 Kathy Sicard, Materials Management

(Please remove Serial 01163-S from your contract notebooks)

INVITATION FOR BID FOR: INTERIOR PLANT SERVICES [NIGP 91061]

1.0 INTENT:

The intent of this Solicitation is to obtain interior plant and tree maintenance services at various Maricopa County buildings. . All plants and trees shall be leased, with the exception of the Maricopa County Highway Department and the Library District where some or all are owned.

2.0 SCOPE OF SERVICES:

- 2.1 Normal business hours are 6:00 a.m. – 6:00 p.m., Monday through Friday, excluding County holidays.
- 2.2 The Contractor may be asked to redesign an existing site, or should a new building be added, design plant arrangements. This service shall be billed at the labor rate bid. The design shall be approved by the using department prior to implementation.
- 2.3 Contractor shall water plants/trees to maintain correct moisture content in soil.
- 2.4 Contractor shall provide weekly cleaning and pruning of all foliage to maintain attractive shape, size and appearance of plants.
- 2.5 Contractor shall inspect soil and foliage for insects and disease and apply any needed pesticides and fungicides.
- 2.6 Contractor shall apply fertilizers and trace elements as necessary to maintain healthy and attractive plants.
- 2.7 Contractor shall rotate plants (if possible) to expose all sides to light and improve appearance.
- 2.8 If necessary, contractor shall repot and stake plants.
- 2.9 Contractor shall clean plant containers, remove debris from bark or topping material, and inspect containers for leakage or damage.
- 2.10 Contractor shall replace plants that have deteriorated due to natural causes. Replacement plants shall be of the same specie, size, and quality as the original healthy plant, unless otherwise requested. Any replacements that are required due to County neglect will be reimbursed at documented cost.
- 2.11 **PERSONAL PLANTS::**

Should the Contractor finds plants belonging to County employees (personal plants), the Contractor is not responsible to maintain such, unless the Contractor desires to accept maintenance at his/her own expense. The cost to maintain personal plants shall NOT be billed to the County.
- 2.12 **CORRECTION OF INVENTORY (EXHIBIT 2):**

The inventory may not reflect the actual count, type, size, locations, of plants/trees presently in place. The successful bidder and county representative shall perform an accurate inventory, and make necessary corrections with a finalized copy to the Materials Management Department prior to Contract award. The Contractor shall then submit to the procurement officer a revised site price based on prices bid under this contract. If necessary, Contract pricing will be adjusted.

2.13 INVENTORY REPORT:

The Contractor shall furnish the County a quarterly inventory report delineating any changes to the initial inventory performed at the inception of the Contract.. The format of the report shall be approved by the County.

2.14 INVOICES AND PAYMENTS:

2.14.1 **The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:**

- 2.14.1.1 Company name, address and contact
- 2.14.1.2 County bill-to name and contact information
- 2.14.1.3 Contract Serial Number
- 2.14.1.4 County purchase order number
- 2.14.1.5 Invoice number and date
- 2.14.1.6 Payment terms
- 2.14.1.7 Date of service or delivery
- 2.14.1.8 Description of Purchase (product or services)
- 2.14.1.9 Pricing per unit of purchase/service
- 2.14.1.10 Extended price
- 2.14.1.11 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.14.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.14.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.15 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.16 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one () year options, (or at the County's sole discretion, extend the contract on a month to month bases for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 INDEMNIFICATION AND INSURANCE:

3.4.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE REQUIREMENTS

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

3.5.1 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.2 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.3 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. (N.B. - \$1,000,000 limits on larger contracts)

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.4 Certificates of Insurance.

3.5.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **Contractor's** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **County** fifteen (15) days prior to the expiration date.

3.5.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.8 NO GUARANTEED QUANTITIES.

The Respondent understands and hereby acknowledges that the County makes no representations nor guarantees the Respondent any minimum or maximum number of units of service to be provided under this Contract

3.9 ORDERING AUTHORITY.

3.9.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

3.9.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

- 3.9.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.
- 3.9.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.10 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

CHARLES HINEGARDNER, PROCUREMENT OFFICER, 602-506-6476
(chinegar@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

RICHARD CRAGO, SENIOR PROCUREMENT SPECIALIST-FMD, 602 506 8198
(richard.crago@fm.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.11 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Respondents are to provide two (2) copies of ATTACHMENT A, B, and C, any Required Submittals, and a signed ADDENDA Face Page of the Solicitation (if applicable). ATTACHMENT B must bear original signatures. ATTACHMENT A (Pricing) must also be on a CD in an Excel format. Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

3.12 REQUIRED SUBMITTALS:

The following information shall be submitted as part of the Response. Failure to provide all the required submittals will cause the bid to be considered non-responsive:

- 3.12.1 Two copies of the following:
- 3.12.1.1 Attachment A - Pricing
 - 3.12.1.2 Attachments B - Agreement Page (with original signatures)
 - 3.12.1.3 Attachment C - References
 - 3.12.1.4 Signed ADDENDA Face Page of Solicitation (if applicable)
 - 3.12.1.5 Any other Required Submittals (§2.11)
- 3.12.2 One copy of Attachment A – Pricing on a CD formatted in EXCEL

3.13 MARICOPA COUNTY VENDOR REGISTRATION

Each Vendor shall register online following the procedures identified in EXHIBIT 1 – VENDOR REGISTRATION PROCEDURES. Upon completion of registration a ten (10) character Identification Number, beginning with the letter “W” followed will be assigned. This Identification Number shall be included in ATTACHMENT A (Pricing) where indicated. Bids submitted without this number may be deemed non-responsive and not considered for award.

3.14 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

- 3.14.1 Compliance with specifications
- 3.14.2 Price
- 3.14.3 Determination of responsibility
- 3.14.4 Previous performance under a County contract

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County’s best interest.

3.15 POST AWARD MEETING:

The successful Respondent shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

THE POTTED PLANT INC., 16055 N. DIAL BLVD #13, SCOTTSDALE, AZ 85260

PRICING SHEET 9106101/NIGP 91061

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☐ YES ☒ NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? ☐ YES ☒ NO

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO ☐ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

1.0 PRICING:

1.1 Administration Building: \$275 /per month

1.2 Flood Control District: \$455 /per month

1.3 MCDOT: \$465 /per month

1.4 Library District: \$399 /per month

1.5 Labor, for design services, or any other cost not covered under the monthly maintenance: \$25 /per hour

The following are individual monthly lease rates based on size. These are listed as a guide to adjust Exhibit 2, Plant Inventory and subsequent monthly pricing. These prices may also be used to purchase plants for departments who own them.

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE/MONTH</u>
3" PLANT	\$0.10
4" PLANT	\$0.16
5" PLANT	\$0.25
6" PLANT	\$0.41
8" PLANT	\$0.49
10" PLANT	\$0.75
12" PLANT	\$0.83
16" PLANT	\$0.87
20" PLANT	\$0.91
24" PLANT	\$1.00
30" PLANT	\$1.87
2' PLANT/TREE	\$0.99
3' PLANT/TREE	\$1.87
4' PLANT/TREE	\$2.29
5' PLANT/TREE	\$3.25
6' PLANT/TREE	\$5.20
7' PLANT/TREE	\$10.41
8' PLANT/TREE	\$14.50

THE POTTED PLANT INC., 16055 N. DIAL BLVD #13, SCOTTSDALE, AZ 85260

Terms:	Net 45
Vendor Number:	W000003549 X
Telephone Number:	480-948-7321
Fax Number:	480-596-8615
Contact Person:	Maureen Voloudakis
E-mail Address:	thepottedplant@hotmail.com
Company Web Site:	www.thepottedplant.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending March 31, 2010.